

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
“IN ADMIRALTY”**

CASE NO. _____

PAN OCEAN CO., LTD.,

Plaintiff,

v.

WORLD FUEL SERVICES (SINGAPORE) PTE, LTD.,

Defendant,

_____ /

COMPLAINT

COMES NOW the Plaintiff, Pan Ocean Co., Ltd., by and through undersigned counsel, and sues the Defendant, World Fuel Services (Singapore) Pte. Ltd., in a cause of action civil and maritime, and respectfully alleges upon information and belief as follows:

PARTIES, JURISDICTION, VENUE

1. This is an admiralty and maritime claim within the meaning of 28 U.S.C. § 1333 and Rule 9(h) of the Federal Rules of Civil Procedure.
2. That at all material times, Plaintiff, Pan Ocean Co., Ltd (“Pan Ocean”) is a foreign corporation with its principal place of business in Seoul, South Korea.
3. That upon information and belief, and at all material times, Defendant World Fuel Services (Singapore) Pte. Ltd. (“WFS”) is a foreign corporation with its principal place of business in Singapore.

4. That upon information and belief, WFS is part of the World Fuel Services Marine Group of companies and is a subsidiary of World Fuel Services Corporation, a Florida corporation with its principal place of business in Miami, Florida.

5. Venue is proper in this district under 28 U.S.C §1391 as the events giving rise to the claim occurred within this district. Namely, the GTC's forming the basis of this dispute provide that any disputes concerning the quality or quantity of bunkers shall only be resolved by a court of competent jurisdiction in Miami-Dade County, Florida.

GENERAL ALLEGATIONS

6. That at all material times, non-party, MUR Shipping BV ("MUR"), was the disponent owner of the M/V African Wren (the "Vessel").

7. That at all material times, Pan Ocean chartered the Vessel from MUR Shipping pursuant to a charterparty dated June 24, 2022.

8. During the charter, Pan Ocean ordered 500MT of VLSFO (Very Low Sulphur Fuel Oil) from WFS to be provided to Pan Ocean and the Vessel in Singapore between July 8 and July 14, 2022 (the "Bunkers").

9. The purchase and sale of the Bunkers was subject to WFS' General Terms and Conditions (the "GTC's"). The GTC's are attached hereto as Exhibit A.

10. WFS confirmed the supply of the Bunkers in a purchase confirmation sent to Pan Ocean on or about July 5, 2022 (the "Bunker Confirmation"). The Bunker Confirmation is attached hereto as Exhibit B.

11. The Bunker Confirmation required the Bunkers to conform to the following specification: "*VLSFO/ISO 8217: 2010 RMG380 MAX 0.50%.*"

12. On July 9, 2022, the Vessel stemmed the Bunkers at Singapore, taking delivery of 498.733 MT of VLSFO.

13. The Bunkers were purchased from WFS and physically supplied by BP Singapore Pte Limited (“BP”).

14. The Bunkers were tested at delivery, and the analysis found that the Bunkers did not conform to the contracted specification and had excessive water and sodium.

15. BP, the supplier of the Bunkers, acknowledged that the fuel did not comply with the contracted specifications.

16. Section Three of the GTC’s, provides as follows:

...Unless otherwise specified in the Confirmation, the Products shall be of the quality generally offered by Seller at the time and place of delivery, for the particular grade or grades ordered by Buyer....

17. On or about July 15, 2022, Pan Ocean notified WFS that it provided off-spec VLSFO.

18. MUR refused to consume or pay Pan Ocean for the off-spec Bunkers.

19. Despite WFS’s failure to comply with the GTC’s, Pan Ocean took all reasonable steps to persuade MUR that the Vessel should consume the off-spec Bunkers as urged by WFS and BP.

20. However, MUR repeatedly made it clear that it was not willing to have the Vessel consume the off-spec Bunkers and requested that Pan Ocean arrange for de-bunkering.

21. This request was passed on to WFS, and WFS refused to remove and replace the off-spec Bunkers.

22. Pan Ocean, as charterers of the Vessel could not compel MUR to consume the off-spec bunkers.

23. MUR de-bunkered and sold the off-spec Bunkers in Malta at US\$300 per MT, resulting in a loss of US\$407,023.60 to Pan Ocean as the charterparty price of VLSFO meeting specifications on re-delivery was at the price of US \$1,100 Per MT.

24. The costs of de-bunkering the off-spec Bunkers were as follows:

(a) The running costs incurred during the de-bunkering operations being \$76,748.54 comprising:

(i) \$73,314.54 in lost hire (\$34,842.50 x 2.10417 days);

(ii) \$105.21 in CVE (1500/30 x 2.10417 days); and

(iii) \$3,328.79 in bunker consumption (1.4mt IFO x 2.10417 x \$1,130).

(b) Disbursements incurred at Malta in the sum of \$6,803.39.

COUNT I – BREACH OF CONTRACT

25. Plaintiff, Pan Ocean, adopts Paragraphs 1 through 24 as though fully set forth herein and further alleges:

26. On or about July 5, 2022, Pan Ocean entered in a contract with WFS for the delivery of VLSFO conforming to specification: “*VLSFO/ISO 8217: 2010 RMG380 MAX 0.50%*.”

27. The Bunkers were to be delivered by WFS to the Vessel at Singapore, in a delivery window between July 8, 2022 to July 14, 2022.

28. Pan Ocean paid the price quoted for the bunker delivery as set forth in the Bunker Confirmation.

29. The contract between Pan Ocean and WFS required that the VLSFO conform to the specifications set forth in the Bunker Confirmation.

30. WFS delivered VLSFO to Pan Ocean and the Vessel that did not meet the contracted for specifications.

31. The off-spec Bunkers could not be consumed by the Vessel.

32. Pan Ocean took all reasonable steps to minimize any costs associated with the off-spec Bunkers supplied by WFS.

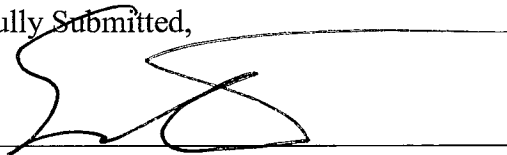
33. As a direct and proximate result of the supply of the substandard bunkers and refusal to remove and replace the bunkers as required by the GTC's, Pan Ocean has suffered the following damages:

- (a) \$407,023.60 being the difference between the sums received for the bunkers and the sums which would have been received by Pan Ocean for the bunkers had WFS supplied contractual VLSFO;
- (b) \$76,748.54 being the lost hire/expenses incurred during the de-bunkering operation; and.
- (c) \$6,803.39 being disbursements incurred at Malta for the purposes of de-bunkering.

34. Therefore, Pan Ocean is entitled to the total sum of \$490,575.53 in damages arising from WFS's breach of the Contract, plus interest, costs, and attorneys' fees.

WHEREFORE, Pan Ocean demands Judgment against WFS for damages, including fees and costs, and all further relief which this Court deems just and proper.

Respectfully Submitted,



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